

U.S. BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA
FILED 12/05/24 10:37 AM
E.D.N.D.

United States Bankruptcy Court

District of North Dakota

In Re:) **Bankruptcy No. 05-31470**
)
John N. Finstad) **Chapter 12**
)
Debtor)

DEBTORS MOTION TO REOPEN THE BANKRUPTCY

Legal Basis for Reopening

11 U.S.C. 350(b) states “(a) case may be reopened in the court in which such case was closed to administer assets, to accord relief to the debtor, or for other cause.” Rule 5010 of the Federal Rules of Bankruptcy procedure states: A case may be reopened on the motion of the debtor or other party of interest pursuant to 350(b) of the code. In a chapter 7, 12 or 13 case a Trustee shall not be appointed by the United States Trustee unless the court determines that a Trustee is necessary to protect the interests of the Debtor and the Creditor or to insure the efficient administration of the case.

A motion to reopen a case does not require notice and or a hearing. As explained in;

Bowman V. Casamatta (In re Bowman), 526 B.R. 802, 804-05 (B.A.P 8th Cir. 2015):

"There is no requirement in 350 that the court provide a hearing on a motion to reopen."

(Citation Omitted)

In re Poppe, 2004 Bankr. LEXIS 778, *3 (Bankr. D. Neb. 2004) Noted:

The reopening of a case is merely a ministerial or mechanical act, which allows the court file to be retrieved from the stacks of closed cases to enable the court to receive a new request for relief; the reopening by itself has no independent legal significance and determines nothing with respect to the merits of the case. (Citations)

Conclusion

In the Process of Court Proceedings the Discovery process is one of the most important parts of that Legal process. Recently the Serkland Law Firm was asked by John N. Finstad "Is there any Documents in your possession that would pertain to the Finstad/Gord/ Beresford Court proceedings". There was a box of Documents and in that box was a newly discovered Document that clearly demonstrates the Finstad/Beresford Agreement with respect to the Deed in Lieu.

Reopening this case will allow the court to decide and judge this case with the full knowledge of the Documents that were prepared for this case. I have attached a copy of the Warranty Deed so that it can be certified as original.

I Swear under Penalty of Perjury that everything I have said in this Document is of a true and correct nature.

By: John N. Finstad
902 Broadway

Lisbon, ND. 58054

John N. Finstad 12/5/2024 Date
701-480-0975

LIMITED WARRANTY DEED

THIS INDENTURE, Made this 22 day of May, 2008, between Beresford Bancorporation, Inc., 600 Main Street, Britton, South Dakota 56430, Grantor and John Finstad and Lori Finstad, husband and wife, whose post office address is Rural Route 2, Box 60, Lisbon, North Dakota 58054, Grantees.

WITNESSETH, for and in consideration of the terms and conditions of a Settlement Agreement dated January 6, 2006, the sum of \$1.00 and other good and valuable consideration, the Grantor does hereby GRANT to the Grantees, all of the following real property lying and being in the County of Ransom, State of North Dakota, and described as follows, to-wit:

The East $\frac{1}{2}$ (E1/2) of Section 9, Township 134, Range 54, Ransom County North Dakota.

AND

The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ (S1/2NW1/4) of Section 15, Township 134, Range 54, Ransom County, North Dakota.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property since ownership.

I certify that a report of the full consideration paid for the property described in this deed has been filed with the North Dakota State Board of Equalization.

Date: 5/22/08

Signed: Frank L. Farrar

Frank L. Farrar, President

Beresford Bancorporation Inc.

Frank L. Farrar

Beresford Bancorporation, Inc.

By: Frank Farrar

its: President

STATE OF SOUTH DAKOTA

)ss:

COUNTY OF MARSHALL

)

The foregoing instrument was acknowledged before me this 22 day of May,

2008 by Frank Farrar, of Beresford Bancorporation, Inc., its President

Brandi Lash

Notary Public

Marshall County, South Dakota

My Commission Expires: 12-2-2010

This instrument was drafted by

Brad A. Sinclair

SERKLAND LAW FIRM

10 Roberts Street

P.O. Box 6017

Fargo, ND 58108-6017